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FROM

KEEN REALTY CONSULTANTS

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The Chase Manhattan Bank
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Billie J. Prue
Vice President

January 18, 2001

Keen Realty Consultants Inc.
60 Cutter Mill Road, Suite 407
Great Neck, New York 11021
Attn: Harold J. Bordwin

Re: In re Randall's Island Family Golf Centers, Inc. et al. (The "Debtors"),
Case Nos. 00-41065 through 0041196 (the "Cases")

Dear Mr. Bordwin:

Reference is made that certain Revolving Credit and Guaranty Agreement dated as of January 2, 2000, as amended on January 30, 2000 and November 21, 2000 (the "Credit Agreement"), among the Debtors, The Chase Manhattan Bank, as Agent (the "Agent") and the lenders from time to time party hereto (collectively the "Lenders"). Reference is also made to that certain Final Order (I) Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. §§363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties (the "Final Order"), pursuant to which the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") approved the provision of the Credit Agreement.

We have been advised by the Debtors that they will be seeking authority from the Bankruptcy Court to amend the retention of your firm, Keen Realty Consultants Inc. ("Keen"), pursuant to a certain Amended and Restated Retention Agreement dated as of January 12, 2001 (a copy of which is annexed hereto) (the "Retention Agreement"). As you are aware, the Final Order provides, among other things that:

Except to the extent of the Carve-Out and the Statutory Fees, no expenses of administration of the cases or any future proceeding or case which may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged pursuant to section 506(c) of the Bankruptcy Code against the

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Collateral without the prior written consent of the Post-Petition
Agent . . .

This letter is to confirm the agreement between the Agent, on behalf of the Lenders, and Keen whereby the Agent agrees (a) to waive this provision of the Final Order, insofar as it pertains to the reasonable fees and expenses incurred by Keen in connection with services provided to the Debtors pursuant to the Retention Agreement, and (b) that, subject to approval of the Retention Agreement by the Bankruptcy Court, Keen is entitled to a claim under section 506(c) of the Bankruptcy Code with respect to such services.

By executing a copy of this letter, the Keen agrees to be bound by the provisions hereof.

THE CHASE MANHATTAN BANK

By: Billie J. Pate
Name: BILLIE J. PATE
Title: Vice President

ACCEPTED AND AGREED TO:
KEEN REALTY CONSULTANTS INC.

By: Harold Baldwin
Name: Harold Baldwin
Title: President